

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond for Tradition at Alafaya

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Larry Poliner

**EXT:** 7318

**MOTION/RECOMMENDATION:**

Authorize the release of the Tradition at Alafaya Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,126.25 for the Tradition at Alafaya road improvements.

District 1 Bob Dallari

Larry Poliner

**BACKGROUND:**

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Tradition at Alafaya project to have a Paving and Drainage Improvements Maintenance and Escrow Agreement, specifically, Maintenance Agreement and Escrow Agreement and Cash Maintenance Bond for \$5,126.25, to insure any significant degradation in operating conditions resulting from any defective work covered by this agreement. Staff conducted a two year maintenance inspection for this project located at 3019 Alafaya Trail and determined the project to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of the Tradition at Alafaya Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,126.25 for the Tradition at Alafaya road improvements.

**ATTACHMENTS:**

1. Maintenance and Escrow Agreement
2. Cash Maintenance Bond
3. Request Letter

**Additionally Reviewed By:**

☒ County Attorney Review ( David Shields )

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS  
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of June, 2006 between Tradition Alafaya, Ltd., hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY "

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Tradition at Alafaya, a Plat of which is recorded in Plat Book 67 Pages 56, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 3, 1920 (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from June 30, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of Five thousand one hundred DOLLARS (\$5,126.25).  
twenty six dollars and 25/100

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of Five thousand one hundred twenty six dollars and 25/100 DOLLARS (\$5,126.25) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Five thousand one hundred twenty six and 25/100 DOLLARS (\$5,126.25) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from June 30, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.


5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

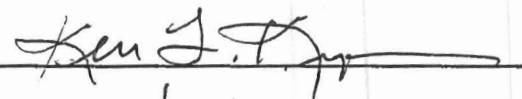
7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered  
in the presence of:

  
Tonya Sanderson

Tradition Alafaya, Ltd.  
By: BSP/Alafaya, LLC, a  
general partner.

By: 

Date: 6/30/06

WITNESSES:

Devi Jonker

DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
SEMINOLE COUNTY, FLORIDA

Owen D. Reagan  
Acting Division Manager  
~~Deputy Director of Public Works~~

Date: 7/12/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF FL )  
COUNTY OF Orange ) ss

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2006, by Ken L. Kupper, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Tonya Sanderson  
MY COMMISSION # DD234890 EXPIRES  
July 27, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

Tonya Sanderson  
Print Name Tonya Sanderson  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 7-27-2007

WITNESSES:

Sherril Harless  
Kathy Bishop Davis

DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
SEMINOLE COUNTY, FLORIDA

Owen D. Reagan  
Acting Division Manager  
~~Deputy Director of Public Works~~

Date: 7/12/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

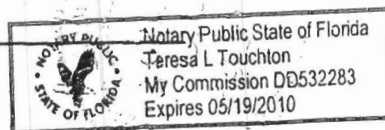
STATE OF Florida )  
COUNTY OF Seminole ) ss

The foregoing instrument was acknowledged before me this 12 day of July, ~~19006~~, by Owen Reagan, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Teresa L. Touchton  
Print Name Teresa L Touchton  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

P:\USERS\ROGER\FRM\LDC2085  
Rev. 05/30/97



PAVING AND DRAINAGE IMPROVEMENTS

CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tradition Alafaya, Ltd. as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of five thousand one hundred DOLLARS (\$5,126.25), which sum has been deposited in escrow with SEMINOLE COUNTY in twenty accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached Six hereto and made a part hereof by this reference to it, does bind 25/100 Principal, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated Dec. 3, 2004, including surveying, engineering, and land clearing, for Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: June 30<sup>th</sup>, 2006

Tradition Alafaya, Ltd.  
By: BSP/Alafaya, LLC  
[Signature] (SEAL)  
Principal A manager  
KEVL. CVPP (SEAL)  
Principal \_\_\_\_\_ (SEAL)  
Principal \_\_\_\_\_

B S P



April 1, 2008

Ms. BeJay Harbin  
Seminole County  
Development Review  
1301 East 2<sup>nd</sup> Street  
Sanford, FL 32771

Re: **Tradition at Alafaya**- 2 Year Maintenance Bond

Dear Ms. Harbin:

As requested, please see the attached Inspection Report dated 3/27/2008 which states that the inspection appears to meet Seminole County requirements and the bond can be released. Please release the bond in the amount of \$5,126.25.

Thank you,

A handwritten signature in dark ink, appearing to read "SR Walsh".

Stephen R. Walsh  
Managing Partner

Broad Street Partners, LLC  
250 Park Avenue South, Suite 200, Winter Park, Florida 32789  
407/647.3290 Fax 407/647.7865

Real Estate Investment and Development